

Pamela D. Dolan

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-C9	PAGE 1	OF PAGES 103
2. CONTRACT NUMBER NAS5-01080	3. SOLICITATION NUMBER RFP5-12345-8629	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED July 10, 2000	6. REQUISITION/PURCHASE NO.	
ISSUED BY NASA GSFC-WFF Code 218 Wallops Island, Va. 23337		8. ADDRESS OFFER TO (If other than Item 7) NASA Goddard Space Flight Center Wallops Flight Facility Wallops Island, VA 23337 Attention: Bid Room, Code 218 Building E-105, Room 316				

NOTE: In sealed b.d. solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in 1 original and 9 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Bid Room, Code 218 Building E-105, Room 316, WFF until 3PM local time August 28, 2000.

CAUTION -- LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME James R Dolan	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS James.R.Dolan.1@gsfc.nasa.gov
		AREA CODE 757	NUMBER 824-2587	EXT.	

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 180 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.212-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	0001	July 18, 2000	0004	August 3, 2000
	0002	July 18, 2000	0005	August 9, 2000
	0003	July 26, 2000	0006	August 16, 2000

15A. NAME AND ADDRESS OF OFFEROR The Cube Corporation 45665 Willow Pond Plaza Sterling, VA 20164	CODE 041Y2	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Juan A. Mencia, President and CEO
15B. TELEPHONE NUMBER AREA CODE (703) 481-9101	EXT.	17. SIGNATURE <i>[Signature]</i>	18. OFFER DATE 21 May 2001
15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.			

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED See C.1 Scope of Work	20. AMOUNT \$84,078,060.00	21. ACCOUNTING AND APPROPRIATION PCN200-00949 JON228-029-01-04 \$118,000.00
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: Total SB Set-Aside <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) See G.8	
24. ADMINISTERED BY (If other than Item 7) JAMES R. DOLAN	CODE	25. PAYMENT WILL BE MADE BY See I.1
26. NAME OF CONTRACTING OFFICER (Type or print) JAMES R. DOLAN		27. UNITED STATES OF AMERICA <i>[Signature]</i> (Signature of Contracting Officer)
		28. AWARD DATE 26 July 2001

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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New edition is unusable

STANDARD FORM 33 (Rev. 9-97)
Prescribed by GSA - FAR (48 CFR) 53.214(e)

FILE COPY

- B.1 DELIVERABLE REQUIREMENTS (GSFC 52.211-90) (OCT 1988)
- B.2 NONPROPOSED COSTS (GSFC 52.216-94) (FEB 1991)
- B.3 PHASE-OUT COST CEILING--EMPLOYEE RELATED (GSFC 52.231-94) (MAR 2000)
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- B.9 CONTRACT FUNDING (1852.232-81) (JUN 1990)
- B.10 CONTRACT EXTENSION RESULTING FROM PROTESTS
- B.11 VARIATIONS IN BASELINE WORKLOAD

B.1 DELIVERABLE REQUIREMENTS (GSFC 52.211-90) (OCT 1988)

The Contractor shall perform and/or deliver the following:

1. WFF Institutional Services and other work as described in Section C, the Statement of Work (SOW) with Appendix (Attachments J-1 & 2).
2. Monthly and Annual reports in accordance with clause C.3 REPORTS OF WORK.
3. NASA financial management reports in accordance with NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING in clause G.1.
4. DoD Industrial Plant Equipment Requisitions (DD Form 1419) in accordance with CONTRACTOR REQUESTS FOR GOVERNMENT OWNED EQUIPMENT in clause G.10.
5. Safety and Health Plan Reporting in accordance with SAFETY AND HEALTH ADDITIONAL REQUIREMENTS in Clause H.8. (Attachment J-4)
6. Motor vehicle reports in accordance with REPORT OF NASA-GSFC VEHICLES in clause H.11.
7. Annual telephone certification in accordance with GOVERNMENT PREMISES - COMPLIANCE WITH PROCEDURES in Clause H.5.
8. Contract work breakdown structure updates in accordance with clause H.15 WORK BREAKDOWN STRUCTURE. (Attachment J-8)
9. Onsite personnel reports in accordance with clause H.3 ONSITE PERSONNEL REPORTING REQUIREMENTS AND CHECKOUT PROCEDURES.
10. Critical positions and qualifications to include updates in accordance with clause H.14 CRITICAL POSITIONS AND QUALIFICATIONS. (Attachment J-9)
11. Task Plans in accordance with H.13.
12. Plans in accordance with Clause H.16 CONDITIONS FOR PERFORMANCE OF COMMERCIAL AND MARKETING ACTIVITIES.
13. Employment reports in accordance with 52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA in section I.1.
14. Material safety data Sheets in accordance with Clause I-7 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA.
15. Integrated Management System (IMS) deliverables as specified in the SOW.
16. OCI Avoidance Plan in accordance with Clause H.9.

17. Phase-Out Plan in accordance with Clause H.21.

18. To the extent any other deliverables are required by this contract but are not specifically referenced by this clause, such requirements are considered included hereunder by reference.

(End of Clause)

B.2 NONPROPOSED COSTS (GSFC 52.216-94) (FEB 1991)

(a) The total maximum Indefinite Delivery/Indefinite Quantity (IDIQ) cost of this contract includes the following estimated costs:

COST ELEMENT	BASIC PERIOD	BASIC PERIOD	BASIC PERIOD	BASIC PERIOD	AWARD TERM
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Misc. ODC	\$1,729,772	\$ 1,764,367	\$ 1,799,655		\$1,872,361
Collateral Equip> 5K	\$550,000	\$563,750	\$577,844	\$1,835,648 \$592,290	\$607,097
ODC Total	\$ 2,279,772	\$ 2,328,117	\$ 2,377,499	\$2,427,938	\$2,479,458

COST ELEMENT	AWARD TERM PERIODS				
	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
Misc. ODC	\$ 1,909,808	\$ 1,948,004	\$1,986,964		\$2,067,238
Collateral Equip> 5K	\$622,274	\$637,831	\$653,777	\$2,026,704 \$670,121	\$686,874
ODC Total	\$2,532,082	\$2,585,835	\$2,640,741	\$2,696,825	\$2,754,112

(b) These costs are the Government's best estimate of what the actuals will be. There will be no adjustment in the fee(s) of the contract should the actuals be different than these estimates, unless there is a change to the contract under the Changes clause of this contract that impacts these estimates. Fee does not apply to the purchase of collateral equipment with a value greater than \$5,000.00.

(c) Collateral equipment encompasses building-type equipment, built-in equipment, and large substantially affixed equipment/property and is normally acquired and installed as part of a facility project. Building-type equipment is a term used in connection with facility projects to connote that equipment normally required to make a facility useful and operable. It is built in or affixed to the facility in such a manner that removal would impair the usefulness, safety, or environment of the facility. Such equipment includes elevators; HVAC systems; transformers; compressors; and other like items generally accepted as being inherent part of building or structure and essential to its utility. It also includes general building systems and subsystems such as electrical, plumbing, pneumatic, fire protection, and control and monitoring systems. Built-in or large substantially affixed equipment is a term used in connection with facility projects or any type other than building-type equipment that is to be built in, affixed to, or installed in real property in such a manner that the installation cost, including special

foundations or unique utilities service, or the facility restoration work required after its removal is substantial.

(End of Clause)

B.3 PHASE-OUT COST CEILING--EMPLOYEE RELATED (GSFC 52.231-94) (MAR 2000)

(a) If a succeeding contract is not awarded to the Contractor, the parties agree that the reimbursement of costs to the Contractor for employee related phase-out costs will not exceed a ceiling cost of **\$64,028.00**. This amount does not include a fee and is in addition to the estimated cost and any fee(s) stated elsewhere in this contract.

(b) As used in this clause, the term "employee related phase-out costs" means those allocable, allowable and reasonable costs that constitute compensation to any employee or which relate to his or her benefit, including relocation expenses and which are incurred solely as a result of a succeeding contract not being awarded. The term excludes those costs that constitute regular compensation and allowances associated with performing work under this contract.

(c) Employee related phase-out costs are subject to the ceiling in paragraph (a) and are allowable only if 1st they are an allowable cost in accordance with the FAR Part 31 and NFS 1831 and 2nd they are incurred during the longer of the following--

(1) From the date the Contractor is notified in writing by the Contracting Officer (CO) that a succeeding contract will not be awarded, or that an option for continued performance will not be exercised, and extending through **60 days**.

(2) For a period of **60 days** from the date of such written notice. In the absence of a written notice, this period shall be considered to commence **45 days** prior to the end of the contract term.

(d) Employee related phase-out costs, as incurred under the terms of this clause, shall be reported separately on the NASA 533 financial reports required by this contract and shall be a separate line item on the vouchers submitted for reimbursement of costs.

(e) This clause does not preclude the incurrence, or restrict the amount, of any other phase-out costs, such as training and assistance to the successor Contractor, provided such costs are authorized under the terms of this contract.

(End of Clause)

B.4 ESTIMATED COST INCREASES (GSFC 52.232-94) (SEP 1998)

(a) The requirements of this clause are in conjunction with the Limitation of Cost clause or the Limitation of Funds clause of this contract.

(b) The Contractor shall notify the Contracting Officer in writing when the Contractor has reason to believe that the total cost for performance of this contract, exclusive of any fee, will be either greater or substantially less than the total estimated cost stated in this contract. Notification shall not be delayed pending preparation of a proposal.

(c) A proposal is required to support a request for an increase in the estimated cost of the contract. The proposal should be submitted as soon as possible after the above notification but no later than 115 days before the incurred costs are expected to exceed the estimated cost. This will allow adequate time for the Government to evaluate the proposal and to mutually establish any increase in estimated cost with the Contractor.

(d)

(1) The proposal shall be submitted in the following format unless some other format is directed or approved by the Contracting Officer:

Incurring costs to date
Projected cost to completion
Total cost at completion
Current negotiated estimated cost
Requested increase in estimated cost

2) The "projected cost to completion" shall consist of the following "other than cost or pricing data" unless the Contracting Officer requests or approves the submittal of a greater or lesser amount of information:

- (i) Elements of cost with supporting detail for estimated direct labor hours, direct and indirect rates, materials and subcontracts, and other elements.
- (ii) Supporting explanation for the increases and projections, sufficient for the Government to understand the reasons for the increased estimated cost.

(End of Clause)

B.5 INDEFINITE QUANTITY (52.216-22) (OCT 1995)

(a) Part of this is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

(End of Clause)

B.6 ESTIMATED COST AND INCENTIVE/AWARD FEE

The total estimated cost for the WICC contract is defined as the sum of year 1-4 Baseline Target Cost and the IDIQ Minimum as adjusted by the aggregate estimated costs of all tasks issued during that period.

TO BE COMPLETED BY OFFEROR

BASELINE GOVERNMENT REQUIREMENTS					
		YEAR 1	YEAR 2	YEAR 3	YEAR 4
	BASELINE TARGET COST	(b)(4)			
	TARGET Incentive FEE				
	MINIMUM Incentive FEE				
	MAXIMUM Incentive FEE				
	UNDERRUN SHARE RATIO				
	OVERRUN SHARE RATIO	(b)(4)			
	AWARD FEE				
IDIQ MINIMUM		\$ 1,000,000.00			
IDIQ MAXIMUM		\$60,000,000.00			

(Baseline requirements for the WICC are defined as the non-IDIQ portion of the effort. Baseline requirements are specifically identified in J-2 Appendix to the SOW)

(End of Clause)

B.7 AWARD TERM

TO BE COMPLETED BY OFFEROR

	AT 1	AT 2	AT 3	AT 4
BASELINE TARGET COST	(b)(4)			
TARGET FEE				
MINIMUM FEE				
MAXIMUM FEE				
UNDERRUN SHARE RATIO				
OVERRUN SHARE RATIO				
AWARD FEE				
IDIQ MINIMUM				
IDIQ MAXIMUM				
	AT 5	AT 6		
BASELINE TARGET COST	(b)(4)			
TARGET FEE				
MINIMUM FEE				
MAXIMUM FEE				
UNDERRUN SHARE RATIO				
OVERRUN SHARE RATIO				
AWARD FEE				
IDIQ MINIMUM				
IDIQ MAXIMUM				

The Award Term amounts specified herein, if earned in accordance with the terms and conditions of this contract, shall augment the base or previous contract period amounts in Clauses B.6 and B.8, respectively.

(End of Clause)

B.8 MINIMUM/MAXIMUM VALUE OF CONTRACT SERVICES (GSFC 52.216-90) (DEC 2000)

(a) The minimum amount of supplies or services that shall be ordered during the effective period of this contract is \$1,000,000.00. The maximum amount of supplies and services that may be ordered during the effective period of this contract is \$60,000,000.00.

(b) The minimum amount is reached when the sum of the dollar amounts of all ordered supplies or services, except for any adjustments made pursuant to the Limitations of Cost or the Limitation of Funds clause, equals or exceeds the minimum amount stated in paragraph (a).

(c) The maximum amount is reached when the sum of the dollar amounts of all ordered supplies or services, except for any adjustments made pursuant to the Limitation of Cost or Limitation of Funds clause, equals the maximum amount stated in paragraph (a).

(d) The maximum amount, if reached, precludes the issuance of further orders for supplies or services under this contract. However, reaching the maximum amount does not preclude adjustments to the dollar amounts of existing placed orders, for actions that are within the scope of the placed orders, and which are made pursuant to existing contract authority, such as the Changes clause.

(End of clause)

B.9 CONTRACT FUNDING (1852.232-81) (JUN 1990)

Baseline:

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$111,510.00**. This allotment is for Phase-In and covers the following estimated period of performance: 7/26/01-8/26/01.

(b) An additional amount of **\$ 6,490.00** is obligated under this contract for payment of fee.

IDIQ:

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$0**.

(b) An additional amount of **\$ 0** is obligated under this contract for payment of fee.

Total Contract Funding: **\$118,000.00**

(End of Clause)

B.10 CONTRACT EXTENSION RESULTING FROM PROTESTS

(a) If the award of a successor contract to perform the services being performed under this contract is delayed due to a protest, the Contracting Officer may extend the term/effective period on this contract to cover any delay caused by such a protest. The Contractor shall be entitled to an equitable adjustment for such an extension, subject to the limitations in paragraph (b).

(b) The final fee evaluation period may be extended to include the contract extension period provided for in paragraph (a). However, if the Contractor is the protester or one of the protesters; no additional fee shall otherwise be made available to the Contractor, unless the Contractor or another protester substantially prevails in the protest.

(End of Clause)

B.11 VARIATIONS IN BASELINE WORKLOAD

During the term of the contract, the Contractor is obligated to provide support, including services, supplies, materials, and equipment, to meet the baseline requirements within the workload ranges defined in Attachment J-2. The identified workload ranges within all functional areas reflect the best estimate of the workload required supporting the overall contract baseline. It is understood and agreed that this allocation of workload to discrete requirements may be varied, if necessary, in the actual performance of the work.

Once the maximum end of a Contract Work Breakdown Structure (CWBS) Level 2 functional workload range has been supported, the Government has the right to issue IDIQ task order(s) for the scope of the requirements in accordance with clause H.13 TASK ORDERING PROCEDURE.

The baseline target cost(s) and fees specified in clauses B.6 and B.7 are based on the Contractor providing support for, at least, all of the minimum CWBS Level 2 functional workload ranges in Attachment J-2. In the case where the actual workload supported within any individual CWBS Level 2 functional area does not meet the aggregate amount of the minimum specified workload ranges within that corresponding CWBS during a contract term, and the Government has not invoked its rights under the termination clause of this contract, the Contracting Officer may unilaterally make an equitable downward adjustment to the applicable contract target cost(s) and fees. The downward adjustment in applicable contract target cost(s) and fees will be based on the difference between the aggregate minimum CWBS Level 2 workload ranges and the corresponding workload actually supported by the Contractor. Prior to making such an adjustment, the Contracting Officer will request the Contractor to provide a written discussion and any accompanying cost and workload data, including any extenuating circumstances (e.g., productivity improvements or other reductions), which contributed to the aggregate minimum CWBS level 2 workload supported falling below the minimum specified range. Any information provided by the Contractor will be considered by the Contracting Officer in determining the amount of downward adjustment in applicable target cost(s) and fees.

(End of Provision)

(End of Section)

C.1 SCOPE OF WORKC.2 LIMITED RIGHTS DATA OR RESTRICTED COMPUTER SOFTWARE (GSFC 52.227-90) (OCT 1988)C.3 REPORTS OF WORK**C.1 SCOPE OF WORK**

The Contractor shall procure and/or provide the personnel, materials, and facilities, except as otherwise provided in this contract, necessary to perform the work as set forth in the SOW w/ Appendix (Attachments J-1&2)

(End of Clause)

C.2 LIMITED RIGHTS DATA OR RESTRICTED COMPUTER SOFTWARE (GSFC 52.227-90) (OCT 1988)

The following is a list of deliverables under this contract which the contractor deems subject to Clause K.13, FAR 52.227-15, "Representation of Limited Rights Data and Restricted Computer Software." (Clause I.1) As recognized at section (b) of that provision, such designation by the contractor under this provision is not determinative of the status of such data or software. (TO BE PROPOSED, AS APPLICABLE, BASED ON THE OFFEROR'S TECHNICAL APPROACH)

(End of Clause)

C.3 REPORTS OF WORK

(a) Monthly/Annual progress reports. The Contractor shall submit separate monthly/annual progress reports of all work accomplished during each month/year of contract performance. Reports shall be in narrative form and brief and informal in content. They shall include a quantitative description of overall progress, an indication of any current problems that may impede performance and proposed corrective action, and a discussion of the work to be performed during the next monthly/yearly-reporting period.

(b) Submission. The Contractor shall submit the reports required by this clause as follows:

<u>Copies</u>	<u>Report Type</u>	<u>Addressee</u>	<u>Mail Code</u>
1	Monthly/Annual	Contracting Officer	218
1	Monthly/Annual	Contracting Officer's Technical Representative (COTR)	200
1	Monthly/Annual	Publications and Graphics Services	296
			Section

(c) The monthly/annual reports shall be submitted 30 days following the contract month/year being reported.

(End of Clause)

(End of Section)

D.1 PACKAGING, HANDLING, AND TRANSPORTATION (GSFC 52.211-92) (NOV 1999)

D.1 PACKAGING, HANDLING, AND TRANSPORTATION (GSFC 52.211-92) (NOV 1999)

(a) The Contractor shall comply with NASA Procedures and Guidelines (NPG) 6000.1E, "Requirements for Packaging, Handling, and Transportation for Aeronautical and Space Systems, Equipment, and Associated Components", dated April 26, 1999, as may be supplemented by the statement of work or specifications of this contract, for all software and hardware deliverable items except as may be indicated in paragraph (b) of this clause.

(b) The items listed in this paragraph are considered to be Class IV items and may be transported and handled through the use of normal commercial transportation. These items are excepted from the requirements of this clause:

"None".

(c) The Packaging, Handling, and Transportation Record required for Class I items must be approved by the Center Transportation Officer and the Contracting Officer's Technical Representative.

(d) The Contractor's packaging, handling, and transportation procedures may be used, in whole or in part, subject to the written approval of the Contracting Officer and provided--

(1) The Contractor's procedures are not in conflict with any requirements of this contract; and

(2) The requirements of this contract shall take precedence in the event of any conflict with the Contractor's procedures.

(e) In addition to the prominent display of a NASA Critical Space Item label (NASA Form 1368) on all Class I, Class II, and Class III interior packages and exterior shipping containers, the Contractor shall, for space flight items, apply the following additional marking. The marking shall be blue in color:

"ITEMS FOR SPACE FLIGHT USE"

(f) The Contractor shall place the requirements of this clause in all subcontracts for items that will become components of deliverable Class I, II, or III items.

(End of Clause)

(End of Section)

E.1 ACCEPTANCE--SINGLE LOCATION (GSFC 52.246-92) (SEPT 1989)

E.2 QUALITY (PERFORMANCE ASSURANCE)--CONTRACTING OFFICER'S REPRESENTATIVE (GSFC 52.246-99) (OCT 1988)

E.3 INSPECTION SYSTEM RECORDS (GSFC 52.246-102) (OCT 1988)

E.4 INSPECTION OF SERVICES--COST-REIMBURSEMENT (52.246-5) (APR 1984)

E.5 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (52.246-11) (FEB 1999)

E.1 ACCEPTANCE--SINGLE LOCATION (GSFC 52.246-92) (SEPT 1989)

The Contracting Officer or authorized representative will accomplish acceptance at the NASA, Goddard Space Flight Center's Wallops Flight Facility. For the purpose of this clause, the Contracting Officer's Technical Representative named in this contract is the authorized representative. The Contracting Officer reserves the right to unilaterally designate a different Government agent as the authorized representative. The Contractor will be notified by a written notice or by a copy of the delegation of authority if different representative is designated.

(End of Clause)

E.2 QUALITY (PERFORMANCE ASSURANCE)--CONTRACTING OFFICER'S REPRESENTATIVE (GSFC 52.246-99) (OCT 1988)

FAR clause 52.246-11, "Higher Level Contract Quality Requirement (Government Specification)", of this contract provides the higher-level contract quality requirements. The Contracting Officer's representative for the purposes of monitoring and coordinating the quality and performance assurance requirements of this contract is **TBD**.

(End of Clause)

E.3 INSPECTION SYSTEM RECORDS (GSFC 52.246-102) (OCT 1988)

The Contractor shall maintain records evidencing inspections in accordance with the Inspection clause of this contract for 3 years after delivery of all items and/or completion of all services called for by the contract.

(End of Clause)

E.4 INSPECTION OF SERVICES--COST-REIMBURSEMENT (52.246-5) (APR 1984)

(a) Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services performed do not conform to contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by re-

performance, the Government may

- (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and
- (2) reduce any fee payable under the contract to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may

- (1) by contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances or
- (2) terminate the contract for default.

(End of Clause)

E.5 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (52.246-11) (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below. [If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.]

TITLE	NUMBER	DATE	TAILORING
	ANSI/ASQC Q9001-1994	TBD	TBD

(End of Clause)

(End of Section)

F.1 TERM / EFFECTIVE PERIODF.2 PLACE OF PERFORMANCE--SERVICES (GSFC 52.237-92) (OCT 1988)F.3 STOP-WORK ORDER (52.242-15) (AUG 1989)--ALTERNATE 1 (APR 1984)F.4 SHIPPING INSTRUCTIONS--CENTRAL RECEIVING (GSFC 52.247-94) (JUL 1993)**F.1 TERM / EFFECTIVE PERIOD**

Excluding any contract phase-in period, the initial period of performance of this contract shall be for a period of 4 years. Subsequent contract periods, if any, shall be earned as part of the award term process in twelve (12) month increments up to a maximum contract period of ten (10) years in accordance with Clause G.7 AWARD TERM/FEE.

(End of Clause)

F.2 PLACE OF PERFORMANCE--SERVICES (GSFC 52.237-92) (OCT 1988)

The services specified by this contract shall be performed at the following location(s): Wallops Flight Facility, Wallops Island, VA or at other locations worldwide as specified in the SOW or Task Order.

(End of Clause)

F.3 STOP-WORK ORDER (52.242-15) (AUG 1989)--ALTERNATE 1 (APR 1984)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Termination clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected.

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of Clause)

F.4 SHIPPING INSTRUCTIONS--CENTRAL RECEIVING (GSFC 52.247-94) (JUL 1993)

Shipments of the items required under this contract shall be to:

NASA official Receiving site: Receiving, Building F-19

Compliance with this clause is necessary to assure verification of delivery and acceptance and prompt payment.

(End of Clause)

(End of Section)

- G.1 FINANCIAL MANAGEMENT REPORTING (GSFC 52.242-90)(FEB 2000)
- G.2 CONTRACTOR USE OF GSFC LIBRARY (GSFC 52.245-90) (AUG 1993)
- G.3 GOVERNMENT PROVIDED MOTOR VEHICLES (GSFC 52.245-91) (JAN 2000)
- G.4 CONTRACTOR ACQUIRED PROPERTY--NASA CONDITIONS (GSFC 52.245-97) (SEP 1998)
- G.5 GASES/PROPELLANT NOTIFICATION (GSFC 52.245-100) (OCT 1988)
- G.6 INCENTIVE FEE (52.216-10) (MAR 1997)
- G.7 AWARD TERM / FEE
- G.8 SUBMISSION OF VOUCHERS FOR PAYMENT (18-52.216-87)(MAR 1998)
- G.9 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (1852.242-73) (JUL 1997)
- G.10 CONTRACTOR REQUESTS FOR GOVERNMENT-OWNED EQUIPMENT (1852.245-70) (JUL 1997)
- G.11 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY
- G.12 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF THE CONTRACTOR (NFS 1845.585-14)
- G.13 RESERVED
- G.14 RESERVED
- G.15 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES
- G.16 DETERMINATION AND PAYMENT OF INCENTIVE FEE

G.1 FINANCIAL MANAGEMENT REPORTING (GSFC 52.242-90)(FEB 2000)

(a) Requirements. This clause provides the supplemental instructions referred to in NASA FAR Supplement (NFS) clause 1852.242-73. The NFS clause and NASA Procedures and Guidelines (NPG) 9501.2C, "NASA Contractor Financial Management Reporting", establish report due dates and all other financial management reporting requirements. NPG 9501.2C permits withholding of payment for noncompliance.

(b) Supplemental instructions.

- (1) Monthly (NF 533M) reports are required. Quarterly (NF 533Q) reports are also required. One copy shall be provided to each of the following:

Contracting Officer, Code 218
 Contracting Officer's Technical Representative, Code 200
 Resources Analyst, Code 200
 Administrative Contracting Officer (if delegated)

- (2) Reserved: (Reporting structure to be developed in accordance with clause H.4)

(c) Web sites. (1) NPG 9501.2C, "NASA Contractor Financial Management Reporting":
http://nodis.hq.nasa.gov/Library/Directives/NASA-WIDE/Procedures/Financial_Management/contents.html

- (1) NF 533 Tutorial: (for training purposes only)

<http://genesis.gsfc.nasa.gov/nf533.htm>

(End of Clause)

G.2 CONTRACTOR USE OF GSFC LIBRARY (GSFC 52.245-90) (AUG 1993)

The Contractor's professional employees performing work under this contract are granted borrowing privileges at the Goddard Space Flight Center (GSFC) Library.

(a) The Contractor shall establish procedures to account for borrowed materials and to ensure their timely return. "Timely return" means prior to the expiration of the borrowing period, prior to the termination of employment of the particular employee, or prior to the expiration of this contract, whichever comes first.

(b) The Contractor shall initiate borrowing privileges for its employees by contacting the GSFC Librarian. The Librarian will require the Contractor to provide the name and title of the company official responsible for ensuring compliance with (a) above. The responsible official will be required to indicate the level of control for the issuance of Library charge plates and whether the countersignature of the responsible company official will be required on Goddard Library Card Applications. The GSFC Librarian may impose additional information requirements if Library privileges are requested for employees that do not have permanent GSFC badges.

(c) The Contractor shall be responsible for all items lost, destroyed or not returned. Such items shall be immediately replaced by the Contractor at no cost to the Government. The GSFC Librarian may revoke library privileges at any time during the performance of the contract if the Contractor fails to comply with this clause or is experiencing an inordinate amount of loss or destruction of library materials. Discontinuance of library privileges shall not entitle the Contractor to an increase in the cost or price for contract performance or to any other adjustment to the contract.

(End of Clause)

G.3 GOVERNMENT PROVIDED MOTOR VEHICLES (GSFC 52.245-91) (JAN 2000)

(a) Authorized users. The installation provided property and services listed in G.15 include the use of GSFC motor pool vehicles. The Contractor shall submit to the Contracting Officer, at least 20 days in advance, a list of employees intended to use the vehicles. The list shall include the type and class of State license that each employee possesses. This list will be reviewed by the Contracting Officer, who will provide the list to the GSFC Logistics Transportation Branch, Code 234 or to the GSFC Wallops Transportation Office, Code 231, as appropriate. The motor pool dispatcher will use the list to assure that only Contractor employee(s) on the Contracting Officer's approved list are provided vehicles and will confirm that the Contractor employee has a valid State license for the type of vehicle being requested. Any changes to the list must also be submitted to the Contracting Officer.

(b) Restrictions and conditions. Title 41 CFR 101-38.301-1 shall apply in its entirety to this contract. The terms of this contract do not permit the use of Government provided vehicles between domicile and place of employment without the written approval of the Contracting Officer.

(End of Clause)

G.4 CONTRACTOR ACQUIRED PROPERTY--NASA CONDITIONS (GSFC 52.245-97) (SEP 1998)

NASA FAR Supplement 1845.502-70 establishes general and specific conditions that apply to this contract for various categories of Contractor acquired property.

(End of Clause)

G.5 GASES/PROPELLANT NOTIFICATION (GSFC 52.245-100) (OCT 1988)

Should the Contractor require quantities of gases or propellants in excess of those specified in this contract to be furnished by the Government, the Contractor shall provide at least 60 days written notice to the Contracting Officer to permit time for a decision on whether or not to furnish such additional gases or propellants and to provide adequate time to make the necessary administrative arrangements.

(End of Clause)

G.6 INCENTIVE FEE (52.216-10) (MAR 1997)

- (a) General. The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.
- (b) Target cost and target fee. The target cost and target fee specified in the Schedule (B.6 and B.7) are subject to adjustment if the contract is modified in accordance with paragraph (d) of this clause.
- (1) Target cost is based on the contractor's cost as stated in B.6 and B.7.
 - (2) Target fee is based on the contractor's cost as stated in B.6 and B.7.
- (c) Withholding of payment. Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee. After payment of 85 percent of the applicable fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the applicable fee or \$100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withheld under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.
- (d) Equitable adjustments. When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.
- (e) Fee payable.
- (1)
 - a. The fee payable under this contract for the baseline portion shall be the target fee increased by .40 cents for every dollar that the total allowable cost is less than the target cost or decreased by .35 cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than 8 percent or less than 4 percent of the target cost.
 - b. The fee payable under this contract for the ID/IQ portion shall be the target fee increased by .40 cents for every dollar that the total allowable cost is less than the target cost or decreased by .35 cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than 8 percent or less than 4 percent of the target cost.
 - (2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) of this clause, and within the minimum and maximum fee limitations in paragraph (e)(1) of this clause, when the total allowable cost is increased or decreased as a consequence of—
 - (i) Payments made under assignments; or
 - (ii) Claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.
 - (3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

(4) For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of-

- (i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;
 - (ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;
 - (iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;
 - (iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;
 - (v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or
 - (vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.
- (5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.
- (6) Contract modification. The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.
- (7) Inconsistencies. In the event of any language inconsistencies between this clause and provisioning documents or Government award terms under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

(End of Clause)

G.7 AWARD TERM / FEE

Introduction:

Term/Effective Period: The contract "core" term/effective period of four (4) years may be extended in one year "award term" increments, up to an additional six (6) years, based on overall contract performance. These additional "award term" periods will be awarded by the Government based on overall Contractor performance as evaluated in accordance with the Award Term/Fee Plan.

Award Term/Fee Plan: The Award Term/Fee Plan will be issued to the Contractor during the phase-in period. The Award Term/Fee Plan will provide for evaluation of overall contract performance and serve as the basis for any award term/fee decisions. The Award Term/Fee Plan may be revised by the Government and presented to the Contractor prior to the commencement of any 6-month evaluation period. An Award Term/Fee Determination Official (TDO) shall be appointed by the Government and is responsible for the overall award term/fee evaluation and award term/fee decisions.

AWARD TERM:

(a) Award Term Administration: The award term evaluation will be completed on an annual basis. The annual evaluation will be comprised of two successive 6-month "interim" evaluations and be averaged to obtain the "final" annual score. The annual score will be used as the basis

for any award term decisions. The first year of the contract will be evaluated on a "transition" basis with the evaluated score not resulting in any award term decision. Award term decisions that affect the period of performance will commence at the end of the second contract year and conclude no later than the end of contract year seven. The contract will be "set", which is defined as "that time the Contractor has either earned all available AT periods, or the Contractor did not earn the required final annual score in accordance with this clause and is, therefore, ineligible to earn further award terms."

(b) **Adjectival Rating:** The following rating system will be used for evaluation of Award/Fee Term:

<u>Adjectival Rating</u>	<u>Range of Points</u>	<u>Description</u>
Excellent	(100-91)	Of exceptional merit; exemplary performance in a timely, efficient and economical manner; very minor (if any) deficiencies with no adverse effect on overall performance.
Very Good	(90-81)	Very effective performance, fully responsive to contract requirements; contract requirements accomplished in a timely, efficient and economical manner for the most part; only minor deficiencies.
Good (80-71) responsive		Effective performance; fully to contract requirements; reportable deficiencies, but with little identifiable effect on overall performance.
Satisfactory slightly exceeds	(70-61)	Meets or minimum acceptable standards; adequate results; reportable deficiencies with identifiable, but not substantial, effects on overall performance.
Poor/Unsatisfactory not meet minimum	(less than 61)	Does not meet acceptable standards in one or more areas; remedial action required in one or more areas; deficiencies in one or more areas which adversely affect overall performance.

(c) **Award Term Decisions:** For the evaluation period at the conclusion of contract year two, the Contractor's final annual numerical score must be a "81.0" or above to be awarded an additional contract term. For the remaining annual evaluation periods, the Contractor's final annual numerical score must be at least a "91.0" to be awarded additional contract terms. Prior to being considered for an Award Term, the contractor must first be within a percentage (see below) of its annual baseline target cost from Clause B.6 and B.7 based on validated 533's for the year.

Plus 2% for the 2nd Award Term Period;
 Plus 1% for the 3rd and 4th Award Term Periods; and
 Plus 0% for the remaining periods

As described in the Award Term/Fee Plan, the percentage of target baseline cost will have to be met starting with the second, and for all subsequent, annual award term evaluation periods in

order for the Contractor to be considered for additional award term evaluation. The Contractor will be notified of award terms in a unilateral modification signed by the Contracting Officer.

(d) Automatic Re-competition Decision: If the scores given in paragraph (c) are not achieved in any given year, the contract will become "set" (as defined in (a)) at that point. The contract may become "set" for years 3-7; however, the time between the evaluation period when the term is "set" and the end of the period of performance shall not be less than 24 months. The Contractor cannot be awarded an additional award term in any final year of the contract period. In no event will the contract be extended beyond a 10-year period of performance except as specified in B.10.

AWARD FEE

(a) When the contract term becomes "set" and the Contractor meets the percentage of baseline target cost as defined in (c) above, the Contractor can earn award fee from a minimum of zero dollars to the maximum stated in Clause B.6, Estimated Cost and Incentive Fee and B.7 Award Term, in this contract. Beginning 6 months after the date that the Contract Term becomes "set", the Government shall evaluate the Contractor's performance every 6 months to determine the amount of award fee earned by the Contractor during the period based on the Award Term/Fee Plan.

(b) The Government will advise the Contractor in writing of the evaluation results. The Accounts Payable Section, Code 151.2.C, will make payment based on issuance of a unilateral modification by the Contracting Officer.

(c) After 85% of the potential award fee has been paid, the Contracting Officer may direct the withholding of further payment of award fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15% or \$100,000, whichever is less of the total potential award fee.

(d) The amount of award fee, which can be awarded in each evaluation period, is limited to the amounts set forth in the Award Term/Fee Plan. Award fee, which is not earned in an evaluation period, cannot be reallocated to future evaluation periods.

(e) Provisional award fee payments will not be made under this contract pending the determination of the amount of fee earned for an evaluation period.

(f) Reserved.

(g) Self-evaluation: The Contractor may submit to the Contracting Officer within fourteen (14) working days after the end of each six-month award term/fee evaluation period, a brief written self-evaluation of its performance for that period. This self-evaluation shall not exceed 15 pages. This self-evaluation will be considered in the Award Term Review Board's (ATRB) evaluation of the Contractor's performance during this period.

(h) Review Process: The terms of this clause, the Award Term/Fee Plan, and the annual award term/fee decisions are not subject to the "Disputes" clause of this contract. The Contractor hereby expressly waives any right of appeal or judicial review of the Award Term/Fee Plan and the award term/fee decisions except as expressly set forth in this clause. The Contractor may request a review of an annual award term/fee decision. The request shall be submitted in writing to the Contracting Officer within 15 days after notification of the award term/fee decision. The GSFC's Deputy Director, Code 100, will conduct any award term/fee decision reviews. Decisions by the GSFC's Deputy Director, Code 100, are considered "FINAL" and are not subject to further reviews or appeals.

(End of Text)

G.8 SUBMISSION OF VOUCHERS FOR PAYMENT (18-52.216-87)(MAR 1998)

(a) The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is indicated below. Public vouchers for payment of costs shall include a reference to the number of this contract.

(1) If the Contractor is authorized to submit interim cost vouchers directly to the NASA paying office, the original voucher and one copy should be submitted to:

Goddard Space Flight Center
Attention: Accounts Payable Section, Code 151.2C
Wallops Flight Facility
Wallops Island, VA 23337

(2) For any period that the Defense Contract Audit Agency has authorized the Contractor to submit interim cost vouchers directly to the Government paying office, interim vouchers are not required to be sent to the Auditor, and are considered to be provisionally approved for payment subject to final audit.

(3) Copies of vouchers should be submitted as may be directed by the Contracting Officer.

(b) If the Contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph (b), the Contractor shall prepare and submit vouchers as follows:

(1) One original and one copy Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment to the Auditor.

Goddard Space Flight Center
Attention: Accounts Payable Section, Code 151.2C
Wallops Flight Facility
Wallops Island, VA 23337

(2) (Reserved) In accordance with the Financial Reporting Structure to be developed during the transition period requirement of Clause H.4.

(3) The Contracting Officer may designate other recipients as required.

(c) Public vouchers for payment of fee shall be prepared similarly to the procedures in paragraphs (b) or (c) of this clause, whichever is applicable, and be forwarded to the Contracting Officer.

This is the designated billing office for fee vouchers for purposes of the Prompt Payment clause of this contract.

(d) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher for the amount withheld will be required before payment for that amount may be made.

(End of Clause)

G.9 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (1852.242-73) (JUL 1997)

(a) The Contractor shall submit NASA Contractor Financial Management Reports on NASA Forms 533 in accordance with the instructions in NASA Policy Guidance (NPG) 9501.2, NASA Contractor Financial Management Reporting, and on the reverse side of the forms, as supplemented in the Schedule of this contract. The detailed reporting categories to be used, which shall correlate with technical and schedule reporting, shall be set forth in the Schedule. Contractor

implementation of reporting requirements under this clause shall include NASA approval of the definitions of the content of each reporting category and give due regard to the Contractor's established financial management information system.

(b) Lower level detail used by the Contractor for its own management purposes to validate information provided to NASA shall be compatible with NASA requirements.

(c) Reports shall be submitted in the number of copies, at the time, and in the manner set forth in the Schedule or as designated in writing by the Contractor Officer. Upon completion and acceptance by NASA of all contract line items, the Contracting Officer may direct the Contractor to submit Form 533 reports on a quarterly basis only, report only when changes in actual cost incur, or suspend reporting altogether.

(d) The Contractor shall ensure that its Form 533 reports include accurate subcontractor cost data, in the proper reporting categories, for the reporting period.

(e) If during the performance of this contract NASA requires a change in the information or reporting requirements specified in the Schedule, or as provided for in paragraph (a) or (c) of this clause, the Contracting Officer shall effect that change in accordance with the Changes clause of this contract.

(End of Clause)

G.10 CONTRACTOR REQUESTS FOR GOVERNMENT-OWNED EQUIPMENT (1852.245-70) (JUL 1997)

(a) "Equipment," as used in this clause, means commercially available items capable of stand-alone use, including those to be acquired for incorporation into special test equipment or special tooling.

(b)(1) Upon determination of need for any Government-owned equipment item for performance of this contract, the Contractor shall provide to the contracting officer a written request justifying the need for the equipment and the reasons why Contractor-owned property cannot be used, citing the applicable FAR or contract authority for use of Government-owned equipment. Equipment being acquired as a deliverable end item listed in the contract or as a component for incorporation into a deliverable end item listed in the contract is exempt from this requirement.

(2) The Contractor's request shall include a description of the item in sufficient detail to enable the Government to screen its inventories for available equipment or to purchase equipment. For this purpose, the Contractor shall (i) prepare a separate DD Form 1419, DOD Industrial Plant Equipment Requisition, or equivalent format, for each item requested and (ii) forward it through the Contracting Officer to the Industrial Property Officer at the cognizant NASA installation at least 30 days in advance of the date the Contractor intends to acquire the item. Multiple units of identical items may be requested on a single form. Instructions for preparing the DD Form 1419 are contained in NASA FAR Supplement 1845.7102. If a certificate of non-availability is not received within that period, the Contractor may proceed to acquire the item, subject to having obtained contracting officer consent, if required, and having complied with any other applicable provisions of this contract.

(c) Contractors who are authorized to conduct their own screening using the NASA Equipment Management System (NEMS) and other Government sources of excess property shall provide the evidence of screening results with their request for Contracting Officer consent. Requests to purchase based on unsuitability of items found shall include rationale for the determined unsuitability.

(End of Clause)

G.11 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY

a) The Government property described in the clause at G.15, List of Installation-Accountable Property and Services, shall be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical

confines of the NASA installation that provided the property unless otherwise directed by the Contracting Officer. Under this clause, the Government retains accountability for, and title to, the property, and the Contractor assumes the following user responsibilities:

The contractors shall establish and adhere to a system of written procedures in compliance with NPG42001.E and NPG4200.2B. Management must ensure that their employees will not directly use or allow the use of Government property of any kind, including property leased to the Government, for other than officially Government approved activities. Management is responsible to ensure that Government property provided is protected and conserved, including equipment, supplies, and other property entrusted to their employees.

Additional responsibilities of company management include:

- Notifying the cognizant property custodian, supervisor, and the Installation Security Officer immediately if theft of Government property is suspected;
- Ensuring that such equipment is used only in pursuit of approved Government programs and projects;
- Identifying equipment not being actively used in pursuit of approved Government programs and projects;
- Ensuring that equipment is turned in to the Property Disposal Officer through the cognizant property custodian when no longer needed. Under no circumstances will an employee throw away Government equipment.
- At installations with full-time property custodians, assigned user retains all responsibilities including notifying cognizant property custodians of all activity associated with the users assigned equipment. (FAR 52.245-5 Property Clause included the definition of Management).
- The contractor shall provide property custodians in all areas covered by this contract. The Division Chief will delegate authorization in each area.

The Contractor shall establish and adhere to a system of written procedures for compliance with these user responsibilities.

(b)(1) The official accountable record keeping, physical inventory, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the Contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

- (i) The Contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area;
- (ii) The Contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area;
- (iii) The Contractor shall establish a record of the property as required by FAR 45.5 and 1845.5 and furnish to the Industrial Property Officer a DD Form 1149 Requisition and Invoice/Shipping Document (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the Contractor. The Contractor is accountable for all Contractor-acquired property until the property is transferred to the Government's accountability.
- (iv) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the contracting officer and notification of the SEMO. The Contractor shall assume accountability and financial reporting responsibility for such property. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR Part 45.5 until its return to the installation.

(2) After transfer of accountability to the Government, the Contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the contracting officer.

(End of Clause)

G.12 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF THE CONTRACTOR (NFS 1845.585-14)

(End of Clause)

G.13 RESERVED

(End of Clause)

G.14 RESERVED

(End of Clause)

G.15 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES

In accordance with the clause at G.11, Installation-Accountable Government Property, the Contractor is authorized use of the types of property and services listed below, to the extent they are available, in the performance of this contract within the physical borders of the installation which may include buildings and space owned or directly leased by NASA in close proximity to the installation, if so designated by the Contracting Officer.

(a) Office space, work area space, and utilities. Government telephones are available for official purposes only; pay telephones are available for contractor employees for unofficial calls.

- (b) General- and special-purpose equipment, including office furniture.
- (1) Equipment to be made available is listed in Attachment J-3 the Government retains accountability for this property under the clause at G.11, Installation-Accountable Government Property, regardless of its authorized location.
 - (2) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records as required by the clause at G.11, Installation-Accountable Government Property.
 - (3)

(c) Supplies from stores stock

(d) Publications and blank forms stocked by the installation.

(e) Security, Safety and fire protection for Contractor personnel and facilities. Special safety equipment (fire alarms, fire extinguishers, etc.) will be Government-furnished. Personal safety items (gloves, goggles, hats, etc.) will not be Government furnished.

(f) Installation service facilities: NONE

(g) Medical treatment of an emergency or first aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.

(h) Cafeteria privileges for Contractor employees during normal operating hours.

(i) Building maintenance for facilities occupied by Contractor personnel.

(j) Transportation services:

Vehicles

- (1) At the beginning of the contract, the Government will provide general and special purpose vehicles (see attached listing J-3). The Contractor will be responsible for vehicle replacement(s) and subsequent maintenance of the replacement vehicles.
- (2) Use of NASA Motor Pool: The use of motor pool vehicles in accordance with GSFC 52.245-91, Government Provided Motor Vehicles
- (3) The Government will provide fuels and lubricants for Government and Contractor owned vehicles under the WICC.

(k) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services shall be provided on-site, as approved by the Contracting Officer.

(l) Disposal Services: Disposal services for excess Government property will be provided by the Government.

(m) Janitorial or Custodial: for Contractor facilities.

(n) Tools: Existing hand tools will be provided at the beginning of the contract. The contractor will be responsible for replacement of hand and personal tools.

(o) Mail service to include receipt, pick-up and on-site delivery

(p) ADP: NASA

For those employees under the WICC Contract, in NASA facilities that have a requirement for a desktop computer, the Government will provide one of two types of ODIN seats, depending on the functions/duties that need to be performed. A General Purpose Seat, GP1, will be provided to those employees requiring basic office automation to enhance productivity. A Scientific and Engineering Seat, SE2, will be provided to those employees requiring basic office automation and Engineering type duties. Also, the Government will provide Network Attached Devices, NADs, for non-ODIN equipment requiring network connectivity. Under the ODIN master contract the following services will be provided by the Government.

GP1 SEAT DESCRIPTION

Functionality: the client computer resources providing a standard interoperability software and network solution for office automation and desktop productivity enhancement needs. Functionality includes: word processing, spreadsheet, presentation graphics, electronic messaging (e-mail, calendaring, forms), Internet tools (WWW, news, FTP, Telnet, collaborative tools, etc.), anti-virus.

Platforms in this seat are capable of running the minimum Agency and Center standard office automation software suite at acceptable performance levels and meet or exceed the manufacturer's recommended hardware requirements for each of the office automation software packages. GP1 platforms are capable of running NASA client-server applications.

ODIN Provided Services to the WICC Contractor:

Service Type	Service Level	Typical service characteristics
Platform	PC/Mac-entry	Entry level PC/Mac desktop functionality
Application Software	Standard	Standard application software suite
HW Maintenance	Regular	Restore to service by close of next business day
Systems S/W Maint	Regular	Restore to service by close of next business day
Application S/W Support	Regular	Restore to service by close of next business day
Hardware Refreshment	Premium	System replacement every 3 years
Software Refreshment	Regular	Replace s/w load every 12 months
Moves/Adds/Changes	Regular	<= 5 moves/adds/changes completed within 2 work days
LAN Services	Regular LAN	Less or equal to 20 mbps
Int. Cust. Support/ Help	Regular	Full, 12x5 6 am to 6 pm
Training	None	No training is provided
System Administration	Regular	User id, s/w distribution, config. Mgmt.
Shared Peripheral Services	Basic	Access to network b&w printers
File Services	None	No server space
Local Data Backup and Restore	None	No local data backup and restore services
Desktop Conferencing	None	No desktop conferencing services
Loaner Pool Management	None	No loaner pool management services

SE2 SEAT DESCRIPTION

Functionality: the client computer resources provide desktop services for a wide range of mid-level scientific and engineering (S&E) service needs. The functionality is typically met by a high-end PC/Mac or mid-level UNIX platform. Functionality includes: capability of running commonly used S&E applications (software development, GIS, CAD, CAE, CAM, visualization) as well as Functionality includes: word processing, spreadsheet, presentation graphics, electronic messaging (e-mail, calendaring, forms), Internet tools (WWW, news, FTP, Telnet, collaborative tools, etc.) anti-virus. Platforms in this seat are also capable of accessing the minimum Agency and Center standard office automation software suite at acceptable performance levels.

ODIN Provided Services to the WICC Contractor:

Service Type	Service Level	Typical Service Characteristics
Platform	PC/Mac-High	High-end PC/Mac desktop functionality
Application Software	Standard	Standard application software suite
HW Maintenance	Regular	Restore to service by close of next business day
Systems S/W Maint	Regular	Restore to service by close of next business day
Application S/W Support	Regular	Restore to service by close of next business day
Hardware Refreshment	Premium	System replacement every 3 years
Software Refreshment	Regular	Replace S/W load every 12 months
Moves/ Adds/Changes	Regular	<= 5 moves/adds/changes completed within 2 work days
LAN Services	Regular LAN	Less or equal to 20Mbps
Int. Cust. Support/Help	Regular	Full, 12x5 6 AM to 6 PM
Training	None	Familiarization with major upgrades No training is provided
System Administration	Regular	User ID, S/W distribution, Config. Mgmt.
Shared Peripheral Services	Basic	Access to network B&W printers
File Services	None	No server space
Local Data Backup and Restore	None	No local data backup and restore services
Desktop Conferencing	None	No desktop conferencing services
Loaner Pool Management	None	No loaner pool management services

Note: The Government will provide file server services to the WICC contractor as a group as opposed to each individual GP or SE seat. The file server service allows for the sharing of information/data between the Government and WICC contractor. Also, no training services will be provided to the GP or SE seats. The present standard monitor size provided with each seat is 17 inches. For the SE2 seats we will provide 21inch monitors as required. For increased service levels, the WICC contractor will need to show cause. (i.e. Critical return to service for Code 230 receiving office and code 228 draftsmen.) All ODIN provided seats are to address on-site WICC contractors.

Note: The WICC contractor will be responsible for all other software, hardware, and ADP support needed to perform their tasks/duties associated with the WICC contract. (i.e. Maximo, autocad, plotters.)

Note: Below is a list of the latest Software provided to a GP and SE seat:

- Microsoft Windows 98, McAfee Virus Scan v4.02
- Microsoft Windows NT Client v4.0, Netscape v4.5
- Microsoft Standard Office 97, Eudora Pro v4.2

(q) ADP: NAVY

For those employees under the WICC contract in Navy areas, the Government will provide a seat on the NAVY Local Area Network (LAN) and a desktop as stated in attachment J-3.

(End of Clause)

G.16 DETERMINATION AND PAYMENT OF INCENTIVE FEE

(a) Incentive Fee for Baseline Government Requirements

The Government will determine the interim incentive fee earned for the Baseline Government Requirements portion of the contract stated in clause B.6 and B.7 on an annual basis at the close of each contract year or award term period, as applicable. The determination will be made based on the annual validated 533 report submitted by the Contractor. Prior to the submission

of the annual 533, the Contractor may submit fee vouchers for the monthly portion of the minimum target annual fee amount and in accordance with the provisions of clause G.6 and G.8. Once the annual determination has been made in writing by the Contracting Officer, the Contractor shall also submit a voucher for the balance of annual fee earned.

(b) Incentive Fee for IDIQ Effort

The Government will determine the incentive fee earned for each individual task order issued in accordance with clauses B.6 and 7 and H.13. The determination will be made based on the final validated 533 report submitted by the Contractor for the individual task order. For individual task orders with performance durations of longer than 6 months, prior to the submission of the final task order 533, the Contractor may submit fee vouchers for the monthly portion of the minimum task order fee amount and in accordance with the provisions of clause G.6 and G.8. Once the task order determination has been made in writing by the Contracting Officer, the Contractor shall also submit a voucher for the balance of task order fee earned.

(c) All incentive fee payments in (a) and (b) will be "interim" pending final billing rate allowability determinations.

(End of Clause)

(End of Section)

H.1 SECTION H CLAUSES INCORPORATED BY REFERENCE
H.2 HANDLING OF DATA (GSFC 52.203-90) (JAN 1995)
H.3 ONSITE PERSONNEL--REPORTING REQUIREMENTS AND CHECKOUT PROCEDURES (GSFC 52.204-99) (SEPT 1999)
H.4 TRANSITION PERIOD REQUIREMENTS
H.5 GOVERNMENT PREMISES--COMPLIANCE WITH PROCEDURES (GSFC 52.211-95) (NOV 1999)
H.6 BRIDGE LOAD LIMIT
H.7 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR (GSFC 52.215-90) (NOV 1999)
H.8 SAFETY AND HEALTH--ADDITIONAL REQUIREMENTS (GSFC 52.223-91) (OCT 1998)
H.9 PHASE-IN PERIOD (GSFC 52.237-96) (OCT 1988)
H.10 SUBCONTRACTS (52.244-2) (AUG 1998)--ALTERNATE I (AUG 1998)
H.11 REPORT OF NASA-GSFC VEHICLES (GSFC 52.251-90) (JUN 1999)
H.12 LIMITATION OF FUTURE CONTRACTING (1852.209-71) (DEC 1988)
H.13 TASK ORDERING PROCEDURE
H.14 CRITICAL POSITIONS AND QUALIFICATIONS
H.15 WORK BREAKDOWN STRUCTURE
H.16 CONDITIONS FOR PERFORMANCE OF COMMERCIAL AND MARKETING ACTIVITIES
H.17 EXPORT LICENSES 1852.225-70 (FEB 2000)
H.18 PARTNERING
H.19 RELEASE OF INFORMATION
H.20 REPAIR OR REPLACEMENT OF GOVERNMENT PROPERTY--SPECIAL CONDITIONS
H.21 CONTRACT PHASE-OUT

H.1 SECTION H CLAUSES INCORPORATED BY REFERENCE

(1852.208-81) RESTRICTIONS ON PRINTING AND DUPLICATING (AUG 1993)
(1852.223-70) SAFETY AND HEALTH (MAR 1997)
(1852.242-72) OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992)--ALTERNATE II (SEP 1989)

(End of By Reference Section)

H.2 HANDLING OF DATA (GSFC 52.203-90) (JAN 1995)

(a) In the performance of this contract, it is anticipated that the Contractor may have access to, be furnished, or use the following categories of data (which may be technical data, computer software, administrative, management information, or financial, including cost or pricing):

- (1) Data of third parties which the Government has agreed to handle under protective arrangements; and
- (2) Government data, the use and dissemination of which, the Government intends to control.

(b) In order to protect the interests of the Government and the owners, licensors and licensees of such data, the Contractor agrees, with respect to any such third party or Government data that is either marked with a restrictive legend, specifically identified in this contract, or otherwise identified in writing by the Contracting Officer as being subject to this clause, to:

- (1) Use, disclose, and reproduce such data only to the extent necessary to perform the work required under this contract;
- (2) Allow access to such data only to those of its employees that require access for their performance under this contract;
- (3) Preclude access and disclosure of such data outside the Contractor's organization; and
- (4) Return or dispose of such data, as the Contracting Officer may direct, when the data is no longer needed for contract performance.

(c) The Contractor agrees to inform and instruct its employees of its and their obligations

under this clause and to appropriately bind its employees contractually to comply with the access, use, disclosure, and reproduction provisions of this clause.

(d) In the event that data includes a legend that the Contractor deems to be ambiguous or unauthorized, the Contractor may inform the Contracting Officer of such condition. Notwithstanding such a legend, as long as such legend provides an indication that a restriction on use or disclosure was intended, the Contractor shall treat such data pursuant to the requirements of this clause unless otherwise directed, in writing, by the Contracting Officer.

(e) Notwithstanding the above, the Contractor shall not be restricted in use, disclosure, and reproduction of any data that:

- (1) Is, or becomes, generally available or public knowledge without breach of this clause by the Contractor;
- (2) Is known to, in the possession of, or is developed by the Contractor independently of any disclosure of, or without reference to, proprietary, restricted, confidential, or otherwise protectable data under this clause;
- (3) Is rightfully received by the Contractor from a third party without restriction;
- (4) Or is required to be produced by the Contractor pursuant to a court order or other Government action.

If the Contractor believes that any of these events or conditions that remove restrictions on the use, disclosure, and reproduction of the data apply, the Contractor shall promptly notify the Contracting Officer of such belief prior to acting on such belief, and, in any event, shall give notice to the Contracting Officer prior to any unrestricted use, disclosure, or reproduction of such data.

The contractor may not have access to any information subject to 18 U.S.C.1905 unless the Government has consent of the appropriate party for providing access to any such information to the contractor. Therefore, the contractor's systems for implementing this contract must be based on the premise that the contractor will not be authorized access to, and may not obtain access to, some or all information maintained on Government systems which is subject to 18 U.S.C. 1905.

(End of Clause)

H.3 ONSITE PERSONNEL--REPORTING REQUIREMENTS AND CHECKOUT PROCEDURES (GSFC 52.204-99) (SEPT 1999)

(a) LISTS. The Goddard Space Flight Center maintains a Locator and Information Services Tracking System (LISTS). The LISTS contains work and home location and contact information for personnel located onsite for a planned period of more than six months and for all personnel that have permanent NASA/GSFC Identification Badges, regardless of duty location.

(b) Form 24-27. The Contractor must complete and submit a GSFC Form 24-27, "LISTS Data and Badge and Decal Information" for each employee that meets the conditions in paragraph (a) of this clause. The instructions for completing the form are contained in GSFC Form 24-27a. These forms are available from GSFC stores stock. The GSFC Form 24-27 shall be submitted to the Contracting Officer's Technical Representative (COTR). The COTR will review the form(s) for accuracy and completeness and resolve any housing or access issues and return the approved form to the Contractor. The Contractor shall forward the approved form(s) to the GSFC Security Branch, Code 205.1, for data entry into the LISTS and to obtain appropriate badge(s) for the Contractor employee(s). The Contractor may contact the LISTS Manager, Institutional Support Office, Code 201, 301-286-2306, for assistance regarding the LIST System.

(c) Monthly report. The Contractor shall submit a monthly-annotated LISTS Report. The GSFC LISTS Manager, Code 201, will furnish a LISTS printout to the Contractor no later than the end of each month. The Contractor shall annotate this provided report to correct and update the information. This shall include a "mark out" of those employees who are no longer employed by

the Contractor or no longer meet the conditions of paragraph (a) of this clause. Any additional employees that meet the conditions in paragraph (a) shall be entered on the report, including the date the GSFC Form 24-27 for each such employee was submitted to the GSFC Security Branch. The annotated LISTS Report shall be submitted to the COTR, the GSFC Security Branch, Code 205.1, and to the LISTS Manager, Code 201, by the 10th calendar day of the month.

(d) Checkout Procedures. The Contractor shall ensure that all Contractor personnel that have NASA/GSFC issued identification, keys or other property that leave its employ or that no longer will be working onsite, process out through the GSFC Security Branch, Code 205.1 and return all such property. If not accomplished by the employee, the Contractor shall take action to ensure its accomplishment no later than 30 days after the employee's departure.

(End of Clause)

H.4 TRANSITION PERIOD REQUIREMENTS

During the first year of the Contract, the Contractor and the Government shall jointly undertake the following transitional activities, the Government retains final approval of all submissions:

1. Establish a formal partnering agreement with the Government in accordance with Clause H.18, Partnering.
2. Develop a Project Plan for implementing IMS in accordance with section 1.0 of the SOW.
4. Develop a financial management reporting structure to support full cost accounting for multiple WFF customers.
5. Develop the Contract's Surveillance Plan including performance metrics.
6. Develop a method for charges and other business aspects of performing commercial and marketing activities in accord with Clause H.16.
7. Develop a contractor space utilization plan.
8. Develop a joint NASA/Navy HAZMATs minimization plan.
9. Develop a joint NASA/Navy health facility plan including treatment of Navy dependants.

(End of Text)

H.5 GOVERNMENT PREMISES--COMPLIANCE WITH PROCEDURES (GSFC 52.211-95) (NOV 1999)

(a) Compliance with procedures. While on Government premises, the Contractor shall comply with established requirements governing the conduct of personnel and the operation of the facility. These requirements are set forth in NASA-wide or local installation management instructions, handbooks, or announcements. The following cover many of the requirements that must be met by Contractors utilizing GSFC facilities:

GMI 1040.5	GSFC Emergency Management Program
GMI 1040.6	GSFC Emergency Management Plan
GMI 1152.9	Facilities Coordination Committee
GHB 1600.1	Security Manual
GMI 1700.2	GSFC Health and Safety Program
GMI 1772.1	Center Smoking Policy
GMI 1780.1	GSFC Confined Space Policy

GHB 1790.1 Chemical Hygiene Plan

GHB 2540.2 Administrative Communications, Facilities, Equipment and Services

GHB 8800.2 GSFC Environmental Handbook

GMI 8840.1 Center Paper Recycling Program

Center Announcement No. 90-59--Contractor Business Use of Official Mail and of the Mail Services Center

Copies of the current issuances may be obtained at http://gdms.gsfc.nasa.gov/gdms/plsql/menu_guest or from the Contracting Officer. The above list may be modified by the Contracting Officer to include additional issuances pertaining to the conduct of personnel and the operation of the facility.

(b) Telephone usage certification. If the installation provided property and services listed in NASA FAR Supplement clause 1852.245-77 includes the use of telephones, the Contractor shall provide an annual certification that all such usage was in accordance with GHB 2540.2, "GSFC Administrative Communications Facilities, Equipment and Services". This certification shall be made in January of each year covering the preceding calendar year and at the conclusion of the Contractor's efforts onsite at the GSFC. The certification shall be submitted to the Contracting Officer with a copy to the Customer Interface Branch, Code 294.

(End of Clause)

H.6 BRIDGE LOAD LIMIT

The Cat Creek Bridge on the access causeway to Wallops Island has design weight limits that are in most cases consistent with the Commonwealth of Virginia State Highway gross weight limits.

MAXIMUM WEIGHT LIMITATIONS ON CAUSEWAY BRIDGE

No two or more consecutive axles shall carry a weight in pounds in excess of the values given in table No. 1 corresponding to the distance in feet between the extreme axles of the group, measured longitudinally to the nearest foot. The gross weights shown below are the maximum allowed.

ANY ONE AXLE.....	20,000 POUNDS	
TANDEM AXLE (more than 40 inches but not more than 96-inch spacing between axle center).....	34,000 POUNDS	
SINGLE UNIT (2 AXLE).....	40,000 POUNDS	SINGLE UNIT (3 AXLE).....
	54,000 POUNDS	
SINGLE UNIT (4 AXLE).....	SEE TABLE NO. 1	TRACTOR-SEMITRAILER (3 AXLE).....
	60,000 POUNDS	
TRACTOR-SEMITRAILER (4 AXLE).....	74,000 POUNDS	
TRACTOR-SEMITRAILER (5 AXLE).....	76,000 POUNDS	
TRACTOR-SEMITRAILER (6 AXLE).....	76,000 POUNDS	

NOTE: The above listed weights are the maximum allowed and no vehicles shall travel on the bridge with a single axle weight in excess of 20,000 pounds, tandem axle weight in excess of 34,000 pounds, or a gross weight in excess of 76,000 pounds.